

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

MELHER TRANSPORT, INC., et al.,

Plaintiffs,

v.

**Civil Action 2:21-cv-1293
Magistrate Judge Jolson**

WESTFALL TOWING LLC,

Defendant.

ORDER

By agreement of the parties and for good cause shown, the Parties' Joint Motion for Order of Possession (Doc. 34) is hereby **GRANTED**.

Defendant is hereby **ORDERED** to make available for removal by Plaintiffs and/or a third-party engaged by Plaintiffs, the 2020 International LT Series semi-truck and 2001 Utility TL semi-truck trailer and the lumber transported by Plaintiffs on the date of the accident, each as further described in the Complaint (collectively, the "Property"). The removal of the Property and the payment to Defendant for its services in making the Property available for removal shall occur in a manner consistent with paragraphs 1-6 of the Parties' Joint Motion, and those paragraphs are hereby incorporated into this Agreed Entry as if fully re-written herein. The Court finds that the value of the Property is no less than \$114,392.38 and therefore sets bond in the amount of \$228,784.76. This Agreed Entry shall not be effective until Plaintiffs have filed with the Court a replevin bond in Defendant's favor in the amount of \$228,784.76.

By entering into this Agreed Entry, no party shall be deemed to have waived, settled, resolved, or compromised any claim, defense, or assertion in this action. However, because the

parties have agreed on a plan for returning the Property, Plaintiffs' Motion for Reconsideration (Doc. 30) is **DENIED as moot**.

IT IS SO ORDERED.

Date: July 2, 2021

/s/ Kimberly A. Jolson
KIMBERLY A. JOLSON
UNITED STATES MAGISTRATE JUDGE